

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

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CA 94142-0603



TRAVEL AND SUBSISTENCE PROVISIONS

FOR

BOILERMAKER-BLACKSMITH

IN

ALL LOCALITIES WITHIN THE STATE OF CALIFORNIA

14-X-2

Western States

Articles of Agreement

Between the

International Brotherhood of

Boilermakers, Iron Ship Builders,

Blacksmiths, Forgers and Helpers

AFL-CIO

(Herein referred to as "Union")

and the

Signatory Contractors

(Herein referred to as "Contractor")

Governing Wages and Working Conditions on All Field Construction Work in
the States of Alaska, Arizona, California, Colorado, Idaho, Montana, New Mexico,
Nevada, Oregon, Utah, Washington and Wyoming.

Effective October 1, 2008

Terminating September 30, 2011

Preamble

The parties to this Agreement agree to the following provisions which shall govern the
mutual relations between them.

Article 1

Scope and Purpose of Agreement

This Agreement shall apply exclusively to the States of Alaska, Arizona,
California, Colorado, Idaho, Montana, New Mexico, Nevada, Oregon, Utah,
Washington, and Wyoming; and within such area this Agreement shall apply to all of
Contractor's field construction work (including construction, erection, rigging, loading,
and unloading, field fabrication, assembling, dismantling, and repairing performed in the
field) coming under the jurisdiction of the Union.

Article 2

Recognition

The Contractor recognizes the Union as the sole collective bargaining agent for all of its
employees employed on work covered by the scope of this Agreement.

Article 3

Union Security

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Department of Industrial Relations

MAY 11 2009

Div. of Labor Statistics & Research
Chief's Office

Article 12
Travel Expense and Per-diem
(Except Alaska, See Article 31)

Art. 12(a) Per-diem and travel payments provided below are intended to partially reimburse employees for expenses. Dispatch points are established as follows:

Alaska	Anchorage
Arizona	Phoenix, Page
California.....	Pittsburg, Bloomington
Colorado.....	Denver
Idaho	Spokane, Salt Lake City
Montana.....	East Helena
Nevada.....	Pittsburg, Bloomington
New Mexico.....	Phoenix, Page
Oregon	Portland
Utah.....	Salt Lake City
Washington.....	Seattle, Spokane, Portland
Wyoming.....	Denver, Salt Lake City

Art. 12(b) Per-diem payments will be based on mileage from the city hall of the dispatch city or the home address of the employee, whichever is closer to the job location. The Union agrees to show the home location on the dispatch slip, and also agrees that the Contractor may ask for an independent verification of such address.

Art. 12(c) Per-diem payments and travel pay shall be paid as follows:
Where the job site is over 120 miles from the dispatch point, employees shall receive the IRS-allowable amount per mile for transportation between such city and the job at the beginning and conclusion of their employment. Such transportation allowance shall be paid based on the most direct main route, plus necessary bridge toll and ferry charges. Such supplementary reimbursement shall not exceed eight (8) times the regular hourly area mechanic's rate.

Art. 12(d) In the event an employee quits for other than immediate compelling personal reasons not reasonably foreseen at time of employment before having been in the employ

of the Contractor fifteen (15) calendar days, he shall not be entitled to transportation or travel expense to the job. In the event an employee quits for other than immediate compelling reasons not reasonably foreseen at time of employment or is discharged for just and sufficient cause before having been in the employ of the Contractor sixty (60) calendar days, he shall not be entitled to return transportation or travel expense. Any dispute arising as to the proper application of this provision shall be considered as a grievance subject to handling under the grievance machinery herein provided.

Art. 12(e) As reimbursement for Per-diem, the Contractor shall pay the employee forty-five dollars (\$45) per day worked where the job site is more than 70 miles but less than 120 miles from the dispatch point. If over 120 miles, the daily Per-diem amount shall be sixty dollars (\$60) per day worked.

Effective Oct. 1, 2009, the daily Per-diem payment will be increased by \$5.00. Effective Oct. 1, 2010, the daily Per-diem payment will be increased by an additional \$5.00.

Art. 12(f) Holidays, rain, breakdowns, or any reason the employees are stopped by the Contractor from working, Monday through Friday, will be considered days worked and the Per-diem paid. Employees absent from work shall not be paid Per-diem for the day absent. When a welder is required to take a test outside the seventy (70) mile zone they shall be reimbursed as follows provided they have demonstrated their competency by previous experience:

Per-diem as provided above for the day or days on which the test is taken, Per-diem as provided in Art. 12(f) if applicable, and transportation and travel expense as provided in Art. 12(d).

Art. 12(g) An employee must work the scheduled work day before or the scheduled work day following a holiday that occurs Monday through Friday, to be entitled to Per-diem for the holiday, unless excused. Excused absences will not be unreasonably denied.

Art. 12(h) Employees who leave the job before the end of the shift except for reason beyond their control, such as illness in family, court summons, bona fide illness, etc., shall be paid Per-diem for the time actually worked unless they get the permission of a designated Contractor's representative who shall be reasonably available at a designated location. Any dispute arising under the Per-diem clause shall be handled as provided in Article 27 and judged on its merits.

Art. 12(i) When employees are instructed to report to a job on a certain day and are not immediately placed at work, they shall be paid reporting pay for the day they report to work and the sum of thirty dollars (\$30.00) per day for each day thereafter until ordered to work or released by the Contractor, in addition to Per-diem as above provided. When an employee is temporarily laid off and is requested to stand by until work is available, and if he agrees to do so, he shall be paid thirty dollars (\$30.00) for each day until returned to work or laid off, in addition to Per-diem as above provided.

Art. 12(j) Where a job is located two hundred and forty (240) miles or more from the Dispatch Point, the employee will receive one additional day's Per-diem at the start of his work on the job and at the conclusion of his work on the job, provided that payment of such additional day's Per-diem under this paragraph shall be subject to the same conditions applicable to transportation and travel expense under Art. 12(e).

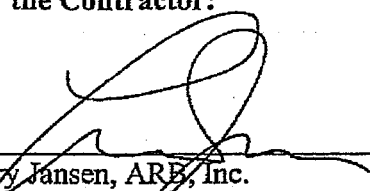
Art. 12(k) If an employee suffering an industrial injury outside the seventy (70) mile zone does not receive compensation payments for the first seven (7) days that he is unable to work, his Per-diem payments under this Article shall continue for as many days during such seven (7) day period as he is required to remain at or in the vicinity of the job site by the Contractor or by the physician in charge or by the state commission having jurisdiction. In those states where the payment of compensation during such seven (7) day period is dependent upon the duration of an employee's period of disability, the Contractor may delay the payments called for under this paragraph until it has been ascertained whether compensation payments will be received for some or all of such seven (7) day period.


Art. 12(l) The Contractor shall reimburse employees for ferry charge or bridge toll incurred daily going to and from the job.

Art. 12(n) Other unusual circumstances of a purely local nature shall be mutually arranged between the Contractor and the Union's Business Manager.

By their signatures hereto, the undersigned Contractor and Union bind themselves to the Western States Agreement, in effect from Oct. 1, 2008 through Sept. 30, 2011. The parties hereto stipulate and agree to be bound by the terms and conditions of the aforesaid Labor Agreement for the duration thereof, as well as any and all extensions, modifications, and amendments thereto, and it is further stipulated and agreed hereby that they will be similarly bound by all successor agreements unless the Union or the Contractor receives from the other written notice of cancellation of this Agreement at least sixty (60) days, but not more than ninety (90) days, prior to the termination of any such area agreement.

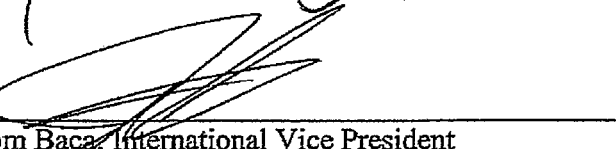
For the Contractor:

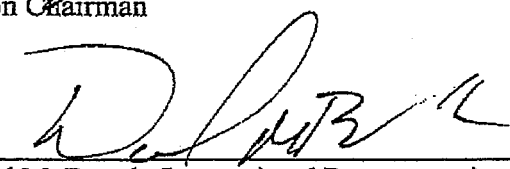
By: 
Larry Jansen, ARE, Inc.
Contractor Chairman

By: 
Thomas A. Dillon, CMTA
Contractor Secretary

For the Union:

By: 
Newton B. Jones, International President

By: 
J. Tom Baca, International Vice President
Union Chairman

By: 
David M. Bunch, International Representative
Union Secretary